

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES GOVERNMENT PRINTING OFFICE AND [LIBRARY/AGENCY/INSTITUTION]

This Memorandum of Understanding (MOU or agreement) constitutes and outlines the responsibilities of the United States Government Printing Office (GPO) and the [LIBRARY/AGENCY/INSTITUTION] to create and maintain the [DESCRIPTION OF SERVICE] which is freely available to participants in the Federal Depository Library Program (FDLP) and the general public.

II. PURPOSE

The purpose of this MOU is to set forth the terms and conditions under which the GPO and [LIBRARY/AGENCY/INSTITUTION] will partner to provide access to [DESCRIPTION OF SERVICE] for the benefit of the FDLP, its participants, and the general public.

III. SCOPE

This agreement applies to the [DESCRIPTION OF SERVICE]. This MOU defines key parameters, including:

- Defining the service
- Responsibility for administering the service
- Responsibility for maintaining the service
- Responsibility for project expenses
- Responsible parties in each institution
- Limitations of the Service
- Alternatives when Service is Terminated
- Establishes a mechanism for modifying, extending, or terminating the MOU

IV. TERMS OF AGREEMENT

A. Specific Partner Requirements

1. [LIBRARY/AGENCY/INSTITUTION] shall:
 - a. Provide no fee public access to [DESCRIPTION OF SERVICE].
 - b. Impose no restrictions on re-dissemination of information in [DESCRIPTION OF SERVICE].
 - c. Provide a notice on the [LIBRARY/AGENCY/INSTITUTION] Web site acknowledging the partnership between GPO and [LIBRARY/AGENCY/INSTITUTION] to provide [DESCRIPTION OF SERVICE].

- a. Assure that under normal operating conditions the server on which [DESCRIPTION OF SERVICE] resides is available for remote public access at least ninety five percent (95%) of the time.
- b. Provide measures to secure the integrity of [DESCRIPTION OF SERVICE] through the maintenance of a firewall, for example, which will assure that the informational content is not modified or reconstituted.
- c. Assure that a mechanism is in place which provides a backup for software and data files constituting [DESCRIPTION OF SERVICE].
- d. Consult with GPO on any plans to migrate, reconstitute, or otherwise significantly modify the structure of the information content or, or access software for, [DESCRIPTION OF SERVICE], other than routine refreshing or updating of the resource.
- e. Provide usage statistics and other performance measures annually to GPO.
- f. Provide GPO with a copy of current and historical files that constitute [DESCRIPTION OF SERVICE] to include documentation about the product if [LIBRARY/AGENCY/INSTITUTION] is no longer able to provide no fee public access.
- g. Notify GPO in the event [LIBRARY/AGENCY/INSTITUTION] can no longer perform its responsibilities under the terms of this memorandum at least one hundred eighty (180) days before termination of their responsibilities so that GPO can arrange for an alternative method of maintaining the content.

2. GPO shall:

- a. Function as the coordinator for all remotely accessible electronic FDLP services, including [DESCRIPTION OF SERVICE], providing administrative coordination and oversight of electronic government information products shared among FDLP partner institutions.
- b. Recognize [LIBRARY/AGENCY/INSTITUTION] as coordinator of [DESCRIPTION OF SERVICE].
- c. Provide Internet pointers and other locator mechanisms on GPO Access to identify and direct users to [DESCRIPTION OF SERVICE].
- d. Provide a notice on GPO Access acknowledging the partnership between GPO and OSU to provide [DESCRIPTION OF SERVICE].
- e. Notify [LIBRARY/AGENCY/INSTITUTION] at least one hundred eighty (180) days before withdrawing from this agreement.

V. FINANCIAL TERMS AND PAYMENT

No funds are to be exchanged between GPO and [LIBRARY/AGENCY/INSTITUTION] in connection with the provisions of this agreement.

VI. CONTACTS:

GPO:

[LIBRARY/AGENCY/INSTITUTION]:

VII. EFFECTIVE DATE/DURATION/AMENDMENTS

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last for five years thereafter. The MOU may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties. Any party may withdraw from this agreement upon one hundred eighty (180) days written notice to the other party.

VIII. ACCEPTANCE BY:

_____ date _____
Director, Library Services and Content Management
(Acting Superintendent of Documents)
U.S. Government Printing Office

_____ date _____
Controller, Information Dissemination
U.S. Government Printing Office

_____ date _____
[LIBRARY/AGENCY/INSTITUTION]